



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

DEC 13 2016

Jury Systems, Inc.
1985 Yosemite Avenue, Suite 135
Simi Valley, CA 93063

Attention: Lisa Perl, VP of Finance & Operations

Reference: Jury+ Software Maintenance, Upgrades and Modifications

Dear Ms. Perl:

ACCEPTANCE AGREEMENT


Contract Number: 4400007162

This Acceptance Agreement signifies a contract award for Jury+ Software Maintenance, Upgrades, and Modifications. The period of the contract is from Date of Award through December 31, 2017 with five (5) one-year renewal options.

The contract award shall be in accordance with the following:

- 1) This Acceptance Agreement; and
- 2) The Attached Software Maintenance Agreement.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. All questions in regards to this contract shall be directed to the Contract Specialist, Yong Kim at (703) 324-3217 or via e-mail at yong.kim@fairfaxcounty.gov.


Cathy A. Muse, CPPO
Director/County Purchasing Agent



Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035
Website: www.fairfaxcounty.gov/dpmm
Phone: 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

JURY+ Jury Management System
Software Maintenance Agreement
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This agreement is made between Jury Systems Incorporated ("JSI") and the Fairfax County, VA (Customer") for renewal of the Software Maintenance Agreement and improvement of the JURY+ Software and Related Documentation (hereinafter collectively referred to as "Programs") comprised of the following:

JURY + *Access Module*
JURY + *Solution Suite*
JURY + *Express Check-In*

The annual maintenance fees for JURY+ *Access Module*, *Solution Suite*, and *Express Check-In* for the period of Date of award through December 31, 2017 with five (5) one-year renewal options, one year at a time, are as follows:

Premium Maintenance (Access Module)	\$ 8,793.00
Premium Maintenance (Suite) includes 1 new OCR	\$10,234.00
Premium Maintenance (Express Check-In)	\$ 250.00
Total:	\$19,277.00

Definitions

- a) "maintenance and support" includes both "routine" and "emergency". It is the process whereby JSI (1) responds to questions from Customer; (2) advises Customer as to use of the Programs; (3) assists Customer in utilizing the Programs to their fullest potential, given Customer's business practices; (4) advises Customer about set-up, use and care of associated hardware; (5) responds to any malfunction or other failure of the Programs to operate as described; (6) effects any repairs necessary to assure the Programs operate as described (except as set forth in section 6, below); (7) provides, installs and tests any enhancements to be provided under section 1(b), below.
- b) "routine maintenance and support" are those matters which are not time critical and do not involve a substantial impairment of the function of the Programs.
- c) "emergency maintenance and support" are those matters which are time critical or involve substantial impairment of the function of the programs.
- d) "other systems maintenance" are those matters as set forth in section 6 which are not covered by this agreement, but which can be addressed by JSI at their option and for an additional fee.

Available Plans

In order to maintain and improve the JURY+ Jury Management System, JSI provides maintenance and support plans on the terms and conditions hereinafter set forth:

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1. Premium JURY+ Maintenance

- a) If the Programs malfunction and fail to perform as described in the JURY+ User Tutorial provided by JSI, JSI will identify the source of the malfunction, determine the cause of the malfunction and document its findings.

The Customer shall notify JSI immediately regarding Program malfunctions and, if requested, shall provide a listing of output and such other data as is required to reproduce operating conditions as existed when the suspected malfunction occurred.

- b) JSI provides the Customer with those enhancements to the Programs that are released during the term of this Agreement. Each such enhancement shall be provided to the Customer within ninety (90) days after general release by JSI. The term "enhancement" includes any revision of or improvement to the Programs that substantially conforms to published literature provided to the Customer by JSI as of the date of the Software License. The Customer agrees to install such enhancements in a timely manner and understands that JSI does not support any but the current version of the Programs.
- c) JSI agrees to provide unlimited telephone hot line support and dial-up direct system access services to the Customer for routine maintenance and support during JSI's normal business hours (6:00 a.m. to 6:00 p.m. PST). These services include answering questions, providing technical guidance with regard to the Programs, receiving trouble reports, trouble-shooting system problems and other investigative services relative to the Programs. Customer will be provided phone and pager numbers for emergency maintenance and support. Emergency maintenance and support will be available at those numbers at any time.
- d) To the extent technically feasible, JSI attempts to cause the Programs to perform in accordance with its published specifications and may load new versions of the Programs via a telecommunication connection to the Customer's JURY+ system. The Customer agrees to keep the necessary telecommunications components (communications software and a modem) and connections in operation during the term of this Agreement. JSI will notify the Customer in writing prior to loading new versions of the Programs.

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- e) If the services specified in subparagraphs 1(a), 1(b), 1(c) and 1(d) require travel to the Customer's location, the Customer agrees to pay JSI's associated travel and per diem expenses (\$45.00/day). JSI agrees to obtain the Customer's prior approval before making any trips to the Customer's location.
- f) Annual maintenance for the Imaging Solution and or Web Solution will include five (5) hours of work on existing forms or forms processing/workflow modification. It will not cover new programming or enhancement requests. If the Customer purchases both Imaging and Web Solutions, they will get five (5) hours for each Solution purchased.

2 +4 JURY+ Maintenance

+4 Maintenance is an add-on service whereby JSI, on request, performs an on-site evaluation of the Customer's operation as regards imaging and web related services and reports on potential improvements, cost savings and procedural changes.

3. Other Systems Maintenance

If any Program malfunction is determined under Paragraph 1(a) to have been caused by machine malfunction, by an enhancement to the Programs not provided by JSI, by the use of incorrect data, by the use of incorrect procedures by Customer's personnel, or by any other cause not attributable to JSI, (for example, items attributable to JSI would include JSI's programming, or incorrect instructions from JSI personnel or documentation provided by JSI) corrective action shall be treated as Other Systems Maintenance and shall not be covered by this Agreement. The Customer may elect to purchase from JSI the professional services necessary to correct such a malfunction.

4. Schedule of Charges and Payment

- a) The annual charge for the Premium JURY+ Maintenance specified in Paragraph 1 shall be 18% of the non-discounted published license price, at the time of installation, for the JURY+ configuration installed.
- b) The charge for +4 Maintenance is \$1,100/day (plus expenses) with a three-day minimum. The Customer shall pay the full annual charge for maintenance and support services on the anniversary date of the acceptance of the Programs.

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- c) Charges for Other Systems Maintenance (see Paragraph 3) which are approved by the Customer shall be billed by JSI as incurred and shall be paid by the Customer within thirty (30) days of the invoice date.

5. Term of Agreement

- a) Services under this Agreement shall commence on the first day of the month following installation of JURY+.
- b) This Agreement shall constitute a contract only after it is accepted in writing by an officer of JSI.
- c) Either the Customer or JSI may terminate this Agreement only by giving written notice to the other that this Agreement will terminate on the next succeeding anniversary date. Such notice shall be given on or before ninety (90) days prior to the anniversary date.
- d) In the event of termination of this Agreement, JSI will provide Customer with any enhancements to the Programs which are released within the ninety (90) day period before the effective date of termination, and JSI will complete investigative services under paragraph 1(a) or corrective services under paragraphs 1(b), 1(c) and 1(d), which have not been completed on the effective date of termination and the Customer shall pay for such investigative or corrective services in the same manner as if termination of this Agreement had not occurred.

6. Limitation of Warranty

JSI AGREES THAT ALL SERVICES COVERED BY THIS AGREEMENT SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH GENERALLY ACCEPTED DATA PROCESSING INDUSTRY STANDARDS. JSI MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT AS TO MERCHANTABILITY OR FITNESS OF SUCH ENHANCEMENTS NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE AS TO SUCH ENHANCEMENTS, EXCEPT AS STATED IN THIS AGREEMENT. JSI MAKES NO REPRESENTATION OR WARRANTY AS TO THE MANNER OF PERFORMANCE OF INVESTIGATIVE OR CORRECTIVE SERVICES UNDER THIS AGREEMENT, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, EXCEPT AS STATED IN THIS AGREEMENT. JSI ASSUMES NO LIABILITY OR OBLIGATION OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OR LIABILITY WITH RESPECT TO LOSS OF USE, REVENUE, PROFIT OR CONSEQUENTIAL DAMAGES.

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7. Enhancement License and Conditions

Customer's license to use enhancements provided by JSI under this Agreement, JSI's right, title and interest in and to all enhancements, whether provided by JSI, the Customer, the Customer's employees, or any third party, and customer's duty to safeguard enhancements shall be controlled by all and each of the terms and conditions set forth in the applicable Software License Agreement made and executed by JSI and the Customer and in effect on the date of execution of this Agreement, which terms and conditions are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

8. General Conditions

- a) The heading of any paragraph contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement nor a representation as to the contents thereof.
- b) This Agreement may not be modified or changed orally, but only by a writing signed by both parties. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the Commonwealth of Virginia.
- c) It is hereby acknowledged that Fairfax County is a political subdivision of the Commonwealth of Virginia and is thereby exempt from taxation.
- d) JSI shall not be liable for failure or delay in providing any enhancement or service specified herein due to fire, riot, war, labor disputes, acts of God, or causes or conditions beyond its reasonable control. In no event is either party liable for any consequential damages.
- e) If the Customer fails to purchase Premium JURY+ Maintenance or if such maintenance is terminated, CUSTOMER will not be entitled to receive maintenance services for JURY+. Customer understands that the reinstallation of such services requires payment of maintenance fees of all periods during which maintenance was not in effect, on a cumulative basis.
- f) If the Customer does not purchase Premium JURY+ Maintenance, the Customer is not eligible to receive source code placed in escrow for the Customer in the event JSI is unable to maintain JURY+.

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g) **CONTRACT DISPUTES**

Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

h) **LEGAL ACTION**

No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

- i) This agreement is subject to appropriations by the Fairfax County Board of Supervisors.

9. **County Terms**

a) **Audit Records:**

The contractor shall maintain adequate copies of books, records, vouchers, and records of treatment in such a manner that they may be audited in progress and upon three years following completion of the contract. JSI, from the effective date of final payment or termination hereunder, shall preserve and make such records available to Fairfax County for a period of three (3) years thereafter.

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b) Authorization to Conduct Business in the Commonwealth:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

c) Non-Discrimination:

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor, in accordance with Article 2, Section 4.C of the Fairfax County Purchasing Resolution, as amended.

d) Drug Free Workplace:

During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees in accordance with Article 2, Section 4, B.6 of the Fairfax County Purchasing Resolution, as amended.

e) Immigration Reform and Control Act:

Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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10. Default

- a) Customer shall have the right to declare JSI in default:
- i. If JSI fails to begin work when required to do so, or
 - ii. If JSI fails to make prompt payments for materials or labor or to subcontractors for work performed under the contract, or,
 - iii. If JSI fails in any manner of substance to observe the provisions of the Contract Documents, or
 - iv. If the Programs of defective and are not replaced or repaired as set out in the Maintenance Agreement, or
 - v. If legal proceedings have been instituted against JSI by persons other than Customer in such a manner as to interfere with the progress of the work and may subject Customer to peril of litigation or outside claims, or
 - vi. If JSI is adjudged bankrupt or makes an assignment for the benefit of creditors, or
 - vii. If in any proceeding instituted by or against JSI an order is made of entered granting an extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of its debts or liabilities, or
 - viii. If the work to be done under the Contract Documents is abandoned.

In the event of an occurrence as set forth in 10(a)(i) - (viii) above, Customer, without prejudice to any other rights or remedies it may have in the event it elects to later declare JSI in default (as set forth below), shall inform JSI by written notice describing the nature of the default and providing JSI a right to cure such default within thirty calendar days after the date of notice, or within such longer period as Customer, in its sole discretion, shall determine. In the event the default is not cured within the time period specified, Customer shall have the right to take any actions allowed by law and this Agreement necessary to correct or complete the work.

b) JSI's Duty upon Default.

- i. Upon failure of JSI to correct any default as set forth in 10(a) (i) - (viii) above within the cure period set forth, Customer may declare JSI in default. Customer shall provide written notice to JSI of the nature of the default and failure to cure as provided above, no later than five days after receipt of written notice of default from Customer, JSI shall discontinue all further operations on the work or such part thereof, and shall quit the site or such part thereof, leaving all materials purchased by Customer. Upon notice of default JSI shall comply with the provisions of this Agreement.

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c) Completion of Work after Default.

- i. If JSI does not finally cure the default, or otherwise comply with the provisions of this Agreement, Customer five days after declaring JSI in default, may then have the defective Programs replaced, or take any other action to complete the work in accordance with the Contract Documents by such means and in such manner, by contract with or without public letting, or otherwise as it may deem advisable, utilizing for such purpose without additional cost to Customer such materials remaining on the site, where such utilization does not breach licensing agreements binding JSI or the Customer, and also such subcontractors as it may deem advisable by, and not limited to, any and all of the following actions:
- A. Delete part of parts of the work from the Contract and have it performed by others;
 - B. Supplement JSI's work force;
 - C. Withhold payments from JSI and use said payment amounts to satisfy any claims on monies owed by JSI in connection with the Contract;
 - D. Replace or repair any defective Programs;
 - E. Terminate Contract.

11. Attachments

Attached hereto and made a part hereto is the Solution Suite Installation Agreement which was agreed to and executed in 2005.

IN WITNESS WHEREOF, JSI's and the Customer's authorized representatives execute this Agreement as follows:

JSI
Jury Systems Incorporated
1985 Yosemite Ave. Suite 135
Simi Valley, CA 93063

By: Lisa Perl
Lisa Perl
VP of Finance & Operations

Date: 11/28/16

Customer
Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22303

By: Cathy X Muse
Cathy Muse, CPO
Director/County Purchasing Agent

Date: 12/9/16

Solution Suite Installation Agreement

1. Work

- a) JSI will install and Customer will pay as agreed for the Programs. The Programs will be installed in a workman-like manner, consistent with the standards of the software industry and according to this Agreement. JSI will install, configure and maintain the Programs and any enhancements covered under the Maintenance Agreement and consistent with its terms.

2. Responsibilities

- a) JSI will be responsible for all tasks required to install and maintain the proper performance of Programs according to system and Customer requirements, including, if requested, Data Services support.
- b) The Customer will be responsible for troubleshooting tuning or upgrading application server operating system. This applies to all servers included in the system architecture.
- c) JSI is not authorized to alter the Customer database except as may be required in providing required maintenance and support for the Programs, including Data Services support. JSI will notify Customer and get permission prior to making any changes to the database.
- d) JSI is not authorized to alter the Customer's data.


3. Documentation

- a) JSI will provide documentation which will be updated concurrent with each new release, upgrade or update of the Programs:
 - i. Systems Administration Documentation - describes the steps and procedures needed to operate the product on a day-to-day basis. It must include information relating to procedures for system start-up and shut down, security procedures, table maintenance procedures, etc.
 - ii. User Documentation - describes the operation of the products from the perspective of the end user. The documentation must cover sign-on and sign-off sequences, menu operation, screen descriptions, means of invoking online help facilities, report generation, etc.

- iii. Technical Documentation – describes the technical architecture of the product. The technical documentation must include information regarding the database design (data dictionary), record or table layouts, file schemas and use of application programs interfaces (API's), program description, and report manual. It will not contain proprietary information

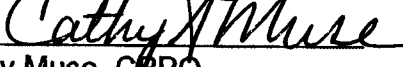
IN WITNESS – WHEREOF JSI's and Customer's authorized representatives execute this agreement as follows:

JSI
Jury Systems Incorporated
1985 Yosemite Ave. Suite 135
Simi Valley, CA 930063

By: 
Lisa Perl
VP of Finance & Operations

Date: 11/28/16

Customer
Fairfax County Circuit Court
4100 Chainbridge Road
Fairfax Virginia, 22303

By: 
Cathy Muse, CPO
Director/County Purchasing Agent

Date: 12/9/16